

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

Jonathan Corrente, et al.,

Plaintiffs,

v.

The Charles Schwab Corporation,

Defendant.

Case No. 4:22-cv-470-ALM

Hon. Amos L. Mazzant, III

**DECLARATION OF LEO WILLIAMS IN SUPPORT OF PLAINTIFFS’
UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT**

I, Leo Williams, declare and state as follows:

1. I am a named plaintiff in the above-captioned litigation.
2. I am a resident of Florida.
3. I am over the age of 18 and am personally familiar with and have personal knowledge of the facts contained herein, which I could and would testify competently thereto.
4. I am aware that the proposed settlement class consists (with limited exceptions) of all persons, entities, and corporations who are current U.S. brokerage customers of Schwab or any of its affiliates, including customers who previously held accounts at TD Ameritrade Holding Corporation
5. I currently have an online brokerage account with Schwab, have executed trades in my Schwab account, and intend to continue as a brokerage customer of Schwab indefinitely.
6. I understand that by this motion I, along with the other named plaintiffs in this class action, am moving for the Court’s preliminary approval of the settlement agreement the parties in this case have reached following extensive negotiation (the “Settlement Agreement”).

7. I likewise understand that by this motion I, along with the other named plaintiffs in this class action, am moving for the Court to certify a class of plaintiffs solely for purposes of settlement.

8. I understand that a class representative is a representative party who acts on behalf of other class members in directing the litigation and am willing to serve in this capacity alongside the other named plaintiffs.

9. I understand that, as a class representative, I have a duty to prosecute the case vigorously and in the best interests of all class members, which includes reviewing important filings with the Court, consulting with counsel during the course of the litigation, and making recommendations as to whether or not to accept a particular settlement offer.

10. I have actively participated in this suit by reviewing and authorizing the Complaint, keeping abreast of case and settlement developments, reviewing and collecting my own documents for production to Schwab, and periodically discussing case-related matters with my counsel.

11. To the best of my knowledge, I have no conflicts of interest with any class member that would prevent me from fairly and adequately representing the best interests of the class.

12. I am familiar with the negotiations which have preceded the execution of the Settlement Agreement.

13. I have knowledge of the Settlement Agreement and have considered its terms and conditions.

14. I understand that under the terms of the Settlement Agreement, the other named plaintiffs and I will each receive \$50 in consideration of Schwab releasing our individual damages claims for the conduct alleged in the Complaint. I also understand that under the terms of the Settlement Agreement, Schwab will not be releasing the damages claims of other putative class members, but will only be releasing their injunctive/declaratory claims for the conduct alleged in the Complaint.

15. I understand that under the terms of the Settlement Agreement, Schwab will be releasing the injunctive/declaratory claims of all named plaintiffs and all putative class members for the conduct alleged in the Complaint.

16. I also understand that under the terms of the Settlement Agreement, Schwab has agreed to pay named plaintiffs a service award of up to \$5,000 each, subject to court approval.

17. I believe that the injunctive/declaratory relief mandated by the Settlement Agreement is valuable to all putative settlement class members in that it will likely redress Schwab's unlawful practices that have given rise to the conduct alleged in the Complaint.


18. Having considered all the terms and conditions of the Settlement Agreement, I believe that the Settlement Agreement is fair, reasonable, and adequate in light of the complexity, expense, and likely duration and possible outcomes of this litigation—including taking into consideration the risks involved in certifying a class, establishing liability, maintaining the class action through trial, and obtaining meaningful relief.

19. I further declare that the Settlement Agreement reflects the entire agreement between the parties, that there has been no collusion affecting the agreement, that no favoritism has been shown to any party in the litigation, and that there are no agreements between the parties other than those set forth in the Settlement Agreement.

20. I believe that the settlement is fair, reasonable, and adequate and in the best interest of both the named plaintiffs and the putative settlement class.

21. I endorse this settlement and recommend that the Court approve it.

I declare under penalty of perjury that the foregoing is true and correct. Executed on
12-Dec-2024.


Leo Williams (Dec 12, 2024 03:47 EST)
Leo Williams